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BANGALORE, THURSDAY, OCTOBER 27, 1932.

PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

BANGALORE DISTRICT.

Resale Notification dated 20th October 1932.

It is hereby notified for general information that the exclusive right of collecting Tangadi and Kakke barks on all Government unoccupied lands and State Forests from the date of confirmation of the sale to 30th June 1933 in the undermentioned Taluks will be sold by public auction by the Deputy Commissioner, Bangalore District, or by the Assistant Commissioner deputed by him assisted by the District Forest Officer, Bangalore District, or other officer deputed by the latter at the risk of the original contracts, as they have failed to pay up the khist amounts and cesses thereon, due on 1st October 1932 and adhere to the terms of the lease :—

Taluk	Place of sale	Date of sale
Nelamangala	Deputy Commissioner's Office, Bangalore ..	14th November 1932 at 2 P.M
Devanhalli	Do do ..	Do do ..
Doddballapur	Do do ..	Do do ..
Channapatna	Do do ..	Do do ...

For conditions of sale and other particulars, *vide* the Notification dated 10th March 1929, published on pages 358 to 360, Part VI of the *Mysore Gazette*, dated 2nd May 1929.

Notification dated 15th October 1932.

It is hereby notified for general information that the right of collecting and removing muthaga leaves from all Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved lands and plantations in the undermentioned Taluks of Bangalore District for one year from the date of confirmation of the sale up to 30th June 1933 will be sold by public auction, Hobliwar or Talukwar by the District Forest Officer or the Range Forest Officer concerned, on the dates and at the places noted below. The sale is subject to the confirmation of the Chief Conservator of Forests in Mysore, or the District Forest Officer, Bangalore District, as the case may be.

N.B.—The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

2. The auction will commence at 2 P.M. and if it is not concluded on the same day will be continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he deposits with the sale conducting officer an earnest money in cash or currency notes of Rs. 5 which, in the case of all unsuccessful bidders, will be duly returned immediately after the sale.

5. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests in Mysore or the District Forest Officer, who however have the discretion of accepting or rejecting the highest or any other bid without assigning any reason therefor.

6. The successful bidder shall, immediately after the close of the sale, pay full sale amount together with local and education cesses on the entire sale amount at one anna and six pies in the rupee respectively.

7. If the sale is not confirmed by the authority concerned all moneys paid will be refunded to the party.

8. If the purchaser fails to pay up the sale amount and cesses in the manner indicated above, the sale will be cancelled and a resale will be held at his risk and he will be liable to make good to Government any loss that may accrue which will be recoverable as arrears of land revenue, under section 79 of the Forest Regulation, but shall not participate in any profit that may result. Further, all money paid by him shall be forfeited to Government.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute a mutchalika on a stamped paper of proper value, procured at his own cost and also furnish a security deposit of Rs. 25 or one tenth of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract, in the shape of Government Savings Bank Deposit. In default either to execute the agreement or to furnish the required security deposit or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the sale amount which will be recovered as an arrear of land revenue or any other law in force for the time being.

	Name of Taluk	Place of Sale	Date of Sale
1	Bangalore ...	Sankey's Lodge, Malleswaram, Bangalore ...	5th Nov. 1932
2	Devanahalli ..	Traveller's Bungalow, Devanahalli ...	2nd do
3	Hoskote	Musafirkhana, Hoskote ..	3rd do
4	Nelamangala ..	Traveller's Bungalow, Nelamangala ...	4th do
5	Kankanhalli ...	Forest Range Office, Kankanhalli ..	3rd do
	Except Harohalli Hobli.	.....	
6	Anekal ..	Traveller's Bungalow, Anekal ...	3rd do
7	Channapatna ...	Do Channapatna ..	4th do

Further conditions to be entered in the agreement :—

(*a*) The lessee, his maistries or servants shall not lop or cut or injure any tree or branches more than one finger thick on the plea of collecting leaves and a fine of Rs. 5 will be levied per tree damaged.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the leaves.

(c) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the District Forest Officer.

(d) The coolies employed by the lessee or sub-lessee must take permits by the Range Forest Officer when they enter State Forests.

(e) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the leaves under his signature. In the latter case, each load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer. The duplicate copies will be sent to the Range Forest Office on the day on which license or pass is issued. When the books are completed the same should be returned to the Range Officer.

(f) The lessee or sub-lesse, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under Forest Regulation irrespective of any action that may be taken under the contract.

(g) Neither the lessee or sub-lessee nor his employees shall enter the State Forest either before sunrise or after sunset.

(h) The lessee or sub-lessee is responsible for the acts of his agents or servants in the business of collection and transport.

10. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part, or both these penalties will be enforced at the discretion of the District Forest Officer. In the case of mere forfeiture of the deposit amount in part or in full, the difference will be made good immediately by the contractor and if not, the lease will be cancelled and resold at the risk of the purchaser, who will be liable for any loss which will become recoverable, as an arrear of land revenue, but shall not participate in any profits.

H. S. NARAYANA RAO,
District Forest Officer.

MYSORE DISTRICT.

SALE OF LOPS AND TOPS.

Notification dated 18th October 1932.

It is hereby notified for general information that the right of collecting and removing dead standing and fallen trees in the following forests of the Mysore District for the year 1932-33, will be sold by public auction by the District Forest Officer, Mysore District, or any other Officer deputed by him on the dates and places and subject to the conditions mentioned below :—

The sale will commence at 2 P.M., precisely on each day and will be subject to the confirmation of the District Forest Officer, Mysore District, or the Chief Conservator Forests in Mysore, as the case may be:—

Range	Name of forest	Approximate quantity available	Place of sale	Date of sale	Remarks
		Teak C.ft.			
Gundlupet ..	Coupes of 1931-32 in Chamnahalla	600	Range Forest Office, Gundlupet	10th November 1932	More or less
	Halegowdanakatte ...	400			
	Bargi ..	250			

N.B.—It should be clearly noted that the contractor, should make his own arrangements for the removal of timber in the coupes and that the Forest Department will not undertake any responsibility in the matter of opening roads, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate as under the Thangadi Rules and deposit a sum of Rs. 100 (one hundred only) as earnest deposit with the officer conducting the sale; the deposit will be returnable to him immediately after the close of the sale, if his bid is not accepted. The person whose bid is accepted, shall immediately after the close of the sale, pay 25 per cent of the bid amount

less the deposit already paid, failing which the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The timber will be sold in terms of cubic feet (the bidders will have to bid at so much per cubic foot of timber.)

5. Power is reserved to the District Forest Officer or such other officer conducting the sale, as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Any person bidding at the sale may be required by the officer conducting the sale, to state whether he is bidding on his own behalf or as an agent and in the latter case to produce a written authority signed by the principal.

7. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 100 (one hundred) or 25 per cent of the sale amount, whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of annas ten accepting the above terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

1. Interest will be charged on all belated payments at 9 per cent from the date of their falling due up to the date of payment.

The following are the further conditions to which the contractor should bind himself :—

(*a*) That he shall collect and remove the lops and tops purchased before the 15th June 1933.

(*b*) That he shall furnish the Range Officers concerned with a list of agents and workmen who will be employed by him in the forest for extraction of lops and tops.

(c) That he shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all marketable portions.

(*d*) That he will not be eligible for any refund of advance if the minimum quantity fixed is not removed, but any excess quantity removed shall be paid for at auction rates.

(e) That no timber prepared in the coupe shall be removed unless it is measured and stamped at the stump by the Range Forest Officer or such other officer deputed by the District Forest Officer and until it is duly paid for.

(*f*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*g*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*h*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*i*) That no timber operation shall take place in the Forest after sunset or before sunrise.

(*j*) That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes after 30th June 1933.

(*k*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the quantity of timber of each kind collected and shall keep it open for the examination of Forest Officers above the grade of guards.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents the contract shall be cancelled at the option of the District Forest Officer and that the latter may after issuing to the contractor a notice of cancellation of contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in column (2) *Supra*. If the deposit or part thereof is so forfeited it shall be immediately made good by the contractor.

C. A. JABBAR,
District Forest Officer.

OFFICE OF THE ASSISTANT CONSERVATOR OF FORESTS, HASSAN DISTRICT.

Notification dated 15th October 1932.

It is hereby informed for general information that the exclusive right of collecting the Minor Forest Produce except Alale of Arsikere Taluk on all Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved lands and Plantations for two years from 1st July 1932 to 30th June 1934, will be re-sold talukwar by public auction, on the dates and at the places specified below, as the original contractor has failed to execute the agreement as per sale condition :—

Taluk comprised	Place of sale	Date of sale	Officer conducting the sale
Hassan District—			
1. Channarayapatna. 2. Manjarabad ...	District Forest Office, Hassan.	2nd November 1932.	Deputy Commissioner, Hassan District or any other officer deputed by him with the help of the District Forest Officer, Hassan.

Remarks.—Excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands, which are in the occupancy of private individuals as well as Village "Amarayi" which is sold separately by the Amildar in the Revenue Department.

Village Amarayi consists of the following ten kinds of produce found in the assessed waste, gomal, kharab lands, gavatana and other lands set apart for communal purposes :—

(1) Hunse, (2) Mavu, (3) Seege, (4) Cocoanut, (5) Hippe, (6) Neralu, (7) Halasu, (8) Jali, (9) Honge seeds and leaves and (10) Byala.

Description of produce.

Tamarind fruit	Kan cardamom	Chilladabija
Seegekayi	Marsani buds	Chagachebija
Gum	Halmaddi	Guggala
Honey	Hulgal seeds	Nim seeds
Bees-wax	Cinnamon seeds	Cashewnut
Kapilarang	Vatehuli	Pappalichakke
Gerubija or marking nut	Bende fibre	Hippe seeds
Wood apple	Wild olive	Mango fruits
Lichens	Silk cotton	Kalluhuvu
Maradipoppu or charpoppu	Kirichal (State Forest)	Makliberu (State Forest)
Horns	Bendu do	Sogadeberu do
Hides	Lin seed	Kakkekayi
Tarikayi	Bolar bark	Somechekke
Kanchagache	Pot stone	Lebi fruit
Gall-nut	Rampatre or Kanpatre	Inglara
Antavaladakai	Jungle saffron	Nili seeds
Guricharlue	Patanga	Nux-vomica
Wild castor seeds (State Fts).	Bones	Alale
Kan-pepper	Maddi	

2. The auction will commence at 2 P.M., and if it is not concluded on the same day, it will be continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (1) produces a certificate from the Amildar of the taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided in clause 5 and (ii) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of cash or currency notes.

Note.—In the case of taluks where the Minor Forest Produce revenue may not fetch more than Rs. 200, a sum of Rs. 50 only should be deposited with the sale conducting officer.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale and get in exchange if he so desires; a certificate signed by the latter which will be a sufficient authority for him to bid at auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in case the party named therein happens to be the highest bidder obtaining in lieu thereof if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the Chief Conservator of Forests and the Conservator of Forests, Shimoga, who at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

7. The successful bidders shall, immediately after the close of the sale, credit into the Government Treasury one-quarter of the total sale amount including the deposit already made together with the local, railway and other cesses on the entire lease amount at the rates prevailing in the District. In default, the deposit will be forfeited and the right resold. Such resales will be at the risk of the defaulting purchasers who will be liable to make good any loss that may result to Government right but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Note.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the Deputy Commissioner and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of the three-fourths of sale amount will be paid in three equal instalments as follows:—

First khist	on or before	1st December 1932.
Second	do	1st March 1933.
Third	do	1st July 1933.

In default to pay the instalments on due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation, or any other law in force for the time being.

Further conditions to be entered in the agreement are:—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—(1) Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also, under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1934 all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee, nor his employees, shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the Minor Forest Produce will be permitted in the State Forests during the fire season, *i.e.* from the 15th February to the end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the Village Amarai as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the Minor Forest Produce, and any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, or the Conservator of Forests, Shimoga or the Chief Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

A. V. KESHAVA IYENGAR,
District Forest Officer

BHADRAVATI DIVISION.

Abstract Notification dated 10th October 1932.

The attention of the public is invited to the detailed Notification of date *re*: the sale of Muthuga Leaves published on pages 1115—1116, Part VI of the *Mysore Gazette*, dated 13th October 1932.

Notification, dated 19th October 1932.

Notice is hereby given under section 40 of the Mysore Forest Regulation, that the one Kadawala log measuring (length 13′—9″ x 4′—6″ girth—17 cft.) which was in the custody of Sannappa, son of Hanumanna of Bhadravati has been seized and kept in the custody of the Depot Forester, Bhadravati. Persons having any right to the above log are requested to submit a statement of their claim to the undersigned within one month, from the date of the publication of this notice, failing which the property will lapse to Government under section 42 of the Mysore Forest Regulation.

H. S. RANGACHAR,
District Forest Officer.

GOVERNMENT CREOSOTING PLANT, BHADRAVATI.

Notification dated 19th October 1932.

The undermentioned quantities of timber in the Creosoting Plant will be sold by public auction under the following conditions by the Officer in charge at 2 P.M., on the date noted below:—

Place of sale	Approximate quantity exposed for sale and kind of timber	Date of sale
Creosoting Plant Bhadravati ...	Balagi and Jungle wood Poles 283 cut pieces 20	18th November 1932

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the department will not be allowed to bid at the sales.

In the case of purchases of timber in small quantities, full value thereof will be accepted if tendered on the spot and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale, can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case are subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value, where no bidders are forthcoming it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale whichever is later. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale; for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

N. VENKATARAMAIYA,
Officer-in charge.

KADUR DIVISION.

Notification dated 18th October 1932.

It is hereby notified for general information that the right to cut and remove the following timber trees in the undermentioned coupes in the State Forests in the Kadur Division for the year 1932-33 will be sold by public auction by the District Forest Officer, subject to the conditions mentioned below:—

Palce of sale Chikmagalur. *Date of sale* 14th November 1932.

Coupe.	Teak	Honne	Bite	Mathi	Nandi Jambe Jalari Bilwara Hebhalsu	Other kinds	Total
		Cft.	Cft.	Cft.	Cft.	Cft.	Cft.
Halasur St. Ft.—							
C. No. 1—1929-30	..	400	100	650	320	1,445	2,915
2—1930-31	..	400	150	1,200	390	1,725	3,865
3—1931-32	..	600	150	1,230	790	1,845	4,615
4—1932-33	..	675	150	1,800	1,060	1,625	5,310
Devadan St. Ft.—							
C. No. 1—1929-30	..	500	700	1,200	6,120	5,280	13,800
2—1930-31	..	750	600	1,100	6,485	5,540	14,475
3—1931-32	..	2,200	350	3,000	3,450	4,180	13,180
Basavanakote St. Ft.—							
4—1932-33	..	2,500	100	4,000	600	4,920	12,120
Sargode St. Ft.—							
C. No. 1—1929-30	450	540	15	1,405	195	990	3,595
1930-31	525	480	..	1,560	..	1,350	3,915
1931-32	1,000	570	15	1,020	20	810	3,435
Huligehalli—							
C. No. 1—1929-30	300	690	15	1,010	20	750	2,855
2—1930-31	120	915	15	2,430	20	2,105	5,605
3—1931-32	..	1,245	15	1,875	120	1,635	4,890
Hadivoni Dt. Ft.—							
C. No. 1—1925-26	..	100	10	..	..	750	860
3—1930-31	..	75	..	200	10	175	460
Gabbegal Dt. Ft.—							
C. No. 1—1923-24	..	..	10	..	50	..	60
2—1930-31	..	150	..	250	10	200	610
Thatkola Dt. Ft.—							
1—1921-22	..	250	50	220	100	100	720

The sale will commence at 2 P.M., precisely, on each day, and will be subject to the confirmation of the District Forest Officer, in case of bids of Rs. 1,000 and below, and of the Conservator of Forests in other cases.

N.B.—It should be clearly noted that the contractor should make his own arrangements for the removal of the timber in the Coupes and the Forest Department will not undertake any responsibility in the matter of opening roads, etc.

2. Each bidder shall, before permitted to bid, be required to furnish a solvency certificate as under the Thangadi Sale Rules and deposit a sum of Rs. 100 (one hundred) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall, immediately after the close of the sale, pay 25 per cent of the bid amount less the deposit already paid, failing which, the right will be resold or worked by the department at the risk of the

defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of Land Revenue, but he shall not participate in any gain.

3. Defaulters to the Department will not be allowed to bid at the sale.

4. The standing timber will be sold in terms of cubic feet (*i. e.*, the bidders will have to bid at so much per cubic foot or timber.)

5. Power is reserved to the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted, shall deposit a sum of Rs. 100 (one hundred) or 25 per cent of the sale amount, whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall pay within that period the remaining 75 per cent of the contract amount due by him and execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall fell and remove the timber purchased by him before the 15th June 1933.

(*b*) That he shall make the felling of the trees in consecutive order as they are marked without picking or choosing and without causing damage to the surrounding growths.

(*c*) That he shall fell the trees he has purchased and dressed the logs on the spot, and shall not remove such logs as the District Forest Officer may declare to be unsound and unfit, for sale without recourse to sawing. The District Forest Officer's decision regarding the over-dressing of logs shall be final and the contractor shall pay such amount for wastage as may be fixed by the District Forest Officer.

(*d*) That only saws shall be used for cutting up the logs into required lengths and that only white wood, knots and flutes shall be removed while dressing the log and no unnessary waste shall be caused.

(*e*) That he shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all marketable portions of a tree either in logs, pieces or poles.

(*f*) That he will not be eligible for any refund of advance revenue, if the minimum quantity so fixed is not removed, but any excess quantity removed shall be paid for at auction sale rate.

(*g*) That no timber prepared out of any tree shall be removed unless it is measured and stamped at the stump by the Range Officer, or such other officer as the District Forest Officer may authorise and until it is duly paid for.

(*h*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*i*) That he shall abide by the rules of the Department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*j*) That if any tree other than the one bearing the departmental stamp or a tree that has not been purchased is felled, he shall pay a fine not exceeding Rs. 15 for each such tree.

(*k*) That no operations shall take place in the Forest after sunset and before sunrise.

(*l*) That he shall not sublet the contract to any body except with the written sanction of the District Forest Officer.

(*m*) That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes after the 30th June 1933.

(*n*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of timber from each of them and shall keep it open for the examination of Forest Officers above the grade of guards.

(*o*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor, a notice of the cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

C. H. EAGLES,
District Forest Officer.